

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

Practitioners associated with the Customer Number: 45374

OR

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

The address associated with Customer Number: 45374

OR

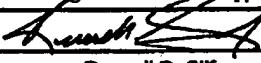
<input type="checkbox"/> Firm or Individual Name			
Address			
City		State	Zip
Country			
Telephone		Email	

Assignee Name and Address:

Aptina Imaging Corporation
c/o Citco Trustees (Cayman) Limited, Regatta Office Park
West Bay Road, Grand Cayman, Y1-1205, Cayman Islands

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/86 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record
The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date <u>11/13/08</u>
Name	Russell D. Silfer	Telephone <u>808-368-2940</u>
Title	See Attached Power by Resolution	

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

APTINA IMAGING CORPORATION
(the "Company")

**WRITTEN RESOLUTION OF THE SOLE DIRECTOR OF THE COMPANY PASSED ON
THE 8th DAY OF OCTOBER, 2008.**

RESOLVED:

THAT the Sole Director hereby approves and authorizes Mr. Russell D. Slifer, Chief Patent Counsel, Micron Technology, Inc., to execute on behalf of the Company, documents pertaining to the Company's patent prosecution matters, including but not limited to documents relating to representation before a patent examining authority, patent terms and other patent prosecution procedures, both in the United States and other countries, upon such terms and conditions as he shall deem necessary or appropriate.

THAT the Secretary or Sole Director of the Company is hereby authorized to certify to the adoption and continued effectiveness of these resolutions.



Thomas L. Laws, Jr.
Sole Director

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Aptina Imaging CorporationApplication No./Patent No.: 7,332,786 Filed/Issue Date: February 19, 2008Entitled: ANTI-BLOOMING STORAGE PIXEL

Aptina Imaging Corporation, a Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.

(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

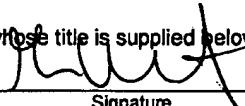
1. From: Peter P. Altice, Jr., et al. To: Micron Technology, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel 014746, Frame 0870, or for which a copy thereof is attached.
2. From: Micron Technology, Inc. To: Aptina Imaging Corporation
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


 Signature
November 24, 2008

Date

Gianni Minutoli, Reg. No. 41, 198
 Printed or Typed Name
Attorney for Assignee
 Title

(202) 420-3191
 Telephone Number

PATENT ASSIGNMENT AGREEMENT

I. Definitions

(a) "Agreement" shall mean this Patent Assignment Agreement.

(b) "Assignee" shall mean **Aptina Imaging Corporation**, a Cayman Islands corporation with offices at c/o Citco Trustees (Cayman) Limited, Regatta Office Park, West Bay Road, Grand Cayman, Y1-1205, Cayman Islands.

(c) "Assignor" shall mean **Micron Technology, Inc.**, a Delaware corporation with offices at 8000 South Federal Way, Boise, ID 83707.

(d) "Effective Date" shall mean October 3, 2008.

(e)



(f)



(g) "Imaging Patents" shall mean those patents identified in ATTACHMENT "A" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(h) "Imaging Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "B" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(i) "Semiconductor Patents" shall mean those patents identified in ATTACHMENT "D" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(j) "Semiconductor Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "E" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(k) [REDACTED]

2. [REDACTED]

(a) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Imaging Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Imaging Patents to Assignee and to record assignment of the Imaging Patents to Assignee.

(b) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Imaging Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Imaging Patent Applications to Assignee.

(c) [REDACTED]

(d) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, and subject further to the restrictions on the Semiconductor Patents set out below, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Semiconductor Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Semiconductor Patents to Assignee and to record assignment of the Semiconductor Patents to Assignee.

(e) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, [REDACTED], Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Semiconductor Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Semiconductor Patent Applications to Assignee.

(f)



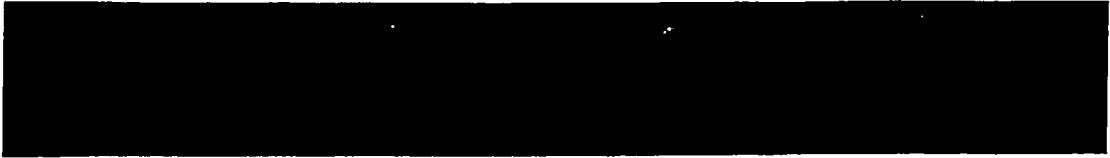
3.



4.



5.



6. [REDACTED]

[REDACTED]

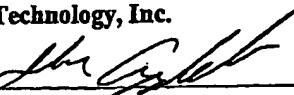
7. General

This Agreement shall be effective as of the Effective Date hereof and shall be binding on the respective heirs, assigns, representatives, and successors of Assignor and of Assignee.

[the rest of this page intentionally left blank]

Agreed to by:

Micron Technology, Inc.

Signed: 

Date: 9/26/08

, 2008

Notarization

State of Idaho
County of Ada

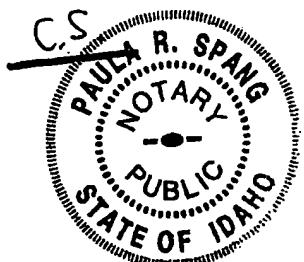
On 9/26/08 before me, Paula R. Spang, personally appeared the above-named Skene R. Appleton
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his
authorized capacity for the purposes set forth herein.

Signed: 

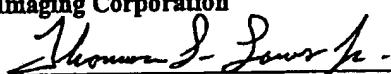
My commission expires: 8/12/11

REVIEWED
MTI LEGAL



Agreed to by:

Aptina Imaging Corporation

Signed: 

Date: 9/26/08

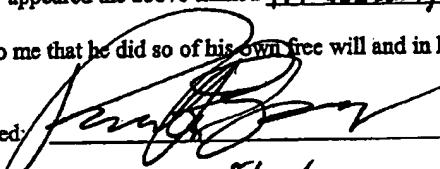
, 2008

Notarization

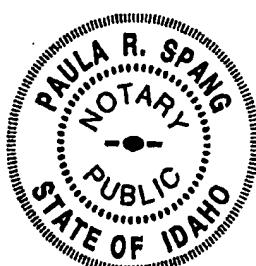
State of Idaho
County of Ada

On 9/26/08 before me, Paula R. Spang, personally appeared the above-named Thomas L. Lewis, Jr.
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his
authorized capacity for the purposes set forth herein.

Signed: 

My commission expires: 8/12/11



[Signature page to the Patent Assignment Agreement]

ATTACHMENT "A"

IMAGING PATENTS

Aptina Issued

PATENT NUMBER	FILE NUMBER	TITLE	COUNTRY NAME	ISSUE DATE
7332703	2003-0860.00-US	PIXEL WITH MULTIPLE READOUT CIRCUITS	United States of America	Feb 19, 2008
7332786	2003-0089.00-US	ANTI BLOOMING STORAGE PIXEL	United States of America	Feb 19, 2008